

Case No: P01/2206Z

AFFIDAVIT OF FACTS

D. DLOTT
M. J. BOWMAN

Equality under the law is paramount and Mandatory by Law.
Notice to Principal is Notice to Agent, Notice to Agent is Notice to Principal.

I, Ulysses Simpson Russell Now known as Adl Duan Bey, a living flesh and blood man, the Undersigned Affiant, hereinafter "Affiant," does hereby solemnly swear, declare, and state as follows:

Affiant is competent to state the matters set forth herewith. Affiant has personal knowledge of the facts stated herein. All the facts stated herein are true, correct, and complete in accordance with Affiant's best firsthand knowledge and understanding.

FACT 1.

**CHILD SUPPORT IS A PRIVATE CORPORATION UNDER 42 USC 654
THAT OFFERS ITS SERVICES TO ITS CUSTOMERS.**

FACT 2.

**CHILD SUPPORT IS A SINGLE AND SEPARATE UNIT HIDDEN WITHIN THE EXECUTIVE
BRANCH.**

**8-11 Each State is required to designate a single and separate organizational unit of State government to
administer its child support program.**

FACT 3.

**CHILD SUPPORT ENFORCEMENT CONTRACTORS ARE NOT FULL TIME EMPLOYEES, THEY
ARE CONTRACTORS OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
MASQUERADING AS STATE AND LOCAL OFFICIALS.**

FACT 4.

**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES IS AN UMBRELLA COMPANY THAT
EMPLOYS AGENCY CONTRACTORS WHO WORK ON TEMPORARY CONTRACT
ASSIGNMENTS.**

5101:12-1-80

(2) "Contractor" refers to a private or governmental entity with whom the CSEA enters into a contract.

(3) "Governmental entity" includes the following in the same county as the CSEA:

- (a) Court;
- (b) A prosecutor or other law enforcement official;
- (c) A Sheriff;
- (d) A clerk of court;
- (e) A recorder's office;
- (f) A treasurer's office, or

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U.S. DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WEST DIV CINCINNATI

(g) Any other public or governmental agency or official.

COURTS MUST

- Review regulations as part of the rule-making process.
- Follow Congressional intent.
- Agencies must make rule-making records available.
- Standards of review is fact finding....
- Courts defer to agency expertise.

FACT 5.

THE ACKNOWLEDGMENT OF PATERNITY

The Acknowledgment Of Paternity states, Signing this form is voluntarily. However, since signing the form has legal consequences, you may want to consult an attorney before you sign.

FACT 6.

The legal consequences on The Acknowledgment of Paternity are concealed.

Where are the legal consequences on the Acknowledgment of Paternity if child support is using the Acknowledgment of Paternity to determine what parent will pay child support?

CHILD SUPPORTS LEGAL CONSEQUENCES ARE:

Wage withholding liens on property; offset of unemployment compensation, seizure of safe and personal or real property; reporting arrearages to credit agencies to prevent the undeserved prevention of credit; seizure of state and federal income tax refunds revocations of various types of licenses (drivers, business, occupational, recreational) attachment of lottery winnings and insurance settlements of Debtor parents, requirements that the recipient of financial Assistance from the Small Business Administration, including direct loans and loan guarantees, must certify that the recipient is not more than 60 days delinquent in the payments of child support, authority to seize assets held by public or private retirement funds and financial institutions, deprivation of a debtor to a fresh start to discharge a debt completely,

ARE THESE THE SAME LEGAL CONSEQUENCES THAT ARE CONCEALED FROM THE ACKNOWLEDGMENT OF PATERNITY?

FACT 7.

It is a Fact that Attorneys are already contracted to help the OCSE, however parents are advised to consult with an attorney before signing.

FACT 8.

OCSE also provides under a contract with The American Bar Association Child Support Project, training and information dissemination on legal issues to persons working in the field of child support enforcement. Special initiatives such as assisting major urban areas in improving program performance, also have been undertaken by OCSE.

FACT 9.

THERE ARE NO TITLE IV-D LAWS, THERE ARE ONLY TITLE IV D PROVISIONS.

FACT 10.

TITLE IV-D WAS NOT ENACTED INTO POSITIVE LAW WHICH MAKES IT COLOR OF LAW.

TITLE 18, U.S.C., SECTION 242

Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, ... shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.

FACT 11.

UNDER 42 USC 658(a) ANYTIME TITLE IV D-WHICH 66% FOR EVERY DOLLAR COLLECTED OR ENFORCED IS PAID TO THE STATE.

FACT 12.

ANY FORCED PAYMENTS OF CHILD SUPPORT IS SENT TO THE STATE TREASURY FOR RECOUPMENT OF WELFARE EXPENDITURES THAT'S CONSISTENT WITH THE CONCLUSION OF LAW THAT CHILD SUPPORT UNDER TITLE IV-D BENEFITS THE STATE AS SECURED BY THE SUPREME COURT OF THE UNITED STATES, BLESSING V FREESTONE. ["But the requirement that a State operate its child support program in "substantial compliance" with Title IV-D was not intended to benefit individual children and custodial parents, and therefor it does not constitute a federal right, "Blessing v. Freeman 520 US 329 Supreme Court (1997)"]

FACT 13.

CHILD SUPPORT PAYMENTS BY OBLIGORS AND NON CUSTODIAL PARENTS WERE NOT INTENDED TO BENEFIT THE FAMILY OR THE CHILDREN.

FACT 14.

OBLIGORS AND NON CUSTODIAL PARENTS ARE LED TO BELIEVE AND FORCED TO COMPLY WITH BY MISLEADING LAWS BY FORCING COMPLIANCE WITH THREATS OF ARREST, SUSPENSION OF DRIVING PRIVILEGES, RUINING CREDIT, RESTRAINING BANK ACCOUNT AND ISSUING OF BENCH WARRANT.

CHILD SUPPORT ORDERS ARE EXECUTIVE NOT JUDICIAL ORDERS.

CHILD SUPPORT DEBT IS A COMMERCIAL DEBT, THE COURTS HAVE HELD THAT CHILD SUPPORT DEBTS ARE COMMERCIAL DEBTS.

United States v. Bongiorno, 106 F.3d 1027, 1032 (1st Cir. 1997), it was held that "state-Court-imposed child support orders are "functionally equivalent to interstate contracts", rejecting the idea that child support payment obligations are somehow a "different" kind of debt. Lewko at 68-69.]

FACT 15.

DEBTS ARE REQUIRED TO BE RECORDED IN A LIEN AND JUDGEMENT BOOK AT THE COUNTY CLERKS OFFICE.

FACT 16.

MOST CHILD SUPPORT DEBTS ARE NOT RECORDED IN THE COUNTY CLERK AS REQUIRED BY STATE LAWS.

FACT 17.

THE AFFIANT DEMANDS VALIDATION OF CHILD SUPPORT DEBT

§ 809. VALIDATION OF DEBTS

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing --

(1) THE AMOUNT OF THE DEBT;

(2) THE AMOUNT OF THE DEBT AND CREDITOR TO WHOM THE DEBT IS OWED;

WHERE IS THE EVIDENCE THAT PROVES THE AFFIANT OWES A DEBT?

NO DEBT OR OBLIGATION EXISTS.

FACT 18.

TITLE IV-D DOES NOT COLLECT ON BEHALF OF THE CUSTODIAL PARENT OR THE CHILD., IT COLLECTS ON BEHALF OF THE PUBLIC TREASURY AND THE TAX PAYERS.

WHICH PROVES CHILD SUPPORT DOES NOT BENEFIT THE CUSTODIAL PARENT OR INDIVIDUAL CHILDREN. 42 U.S.C. S 609 (a)(8) 1994 ed., Supp. 11) Does not give rise to individual rights, it was not intended to benefit individuals children and custodial parents.

**SECTION 406 FEDERAL LOANS FOR STATE WELFARE PROGRAMS.
TITLE IV-D IS THE COLLECTION FOR THE LOAN.**

WHERE IS THE EVIDENCE OF THE LOAN?

GRANTS TO STATES

(III) In the case of a noncustodial parent who becomes enrolled in the project on or after the date of the enactment of this clause, the noncustodial parent is in compliance with the terms of an oral or written personal responsibility contract entered into among the noncustodial parent, the entity, and (unless the entity demonstrates to the Secretary that the entity is not capable of coordinating with such agency) the agency responsible for administering the State plan under part D, which was developed taking into account the employment and child support status of the noncustodial parent, which was entered into not later than 30 (or, at the option of the entity, not later than 90) days after the noncustodial parent was enrolled in the project, and which, at a minimum, includes the following:

(aa) A commitment by the noncustodial parent to cooperate, at the earliest opportunity, in the establishment of the paternity of the minor child, through voluntary acknowledgement or other procedures, and in the establishment of a child support order.

(bb) A commitment by the noncustodial parent to cooperate in the payment of child support for the minor child, which may include a modification of an existing support order to take into account the ability of the noncustodial parent to pay such support and the participation of such parent in the project.

(cc) A commitment by the noncustodial parent to participate in employment or related activities that will enable the noncustodial parent to make regular child support payments, and if the noncustodial parent has not attained 20 years of age, such related activities may include completion of high school, a general equivalency degree, or other education directly related to employment.

(dd) A description of the services to be provided under this paragraph, and a commitment by the noncustodial parent to participate in such services, that are designed to assist the noncustodial parent obtain and retain employment, increase earnings, and enhance the financial and emotional contributions to the well-being of the minor child.

FACT 19.

COURTS

- Review regulations as part of the rule-making process.
- Follow Congressional intent.
- Agencies must make rule-making records available.
- Standards of review is fact finding....
- Courts defer to agency expertise.

Sullivan v. Stoop (1990) page 496 U.S. 482 CHILD Support throughout Title IV of the Social Security Act and it's amendments as a term of art referring exclusively to payments from absent parents. This being the case, we need not go further. If the statute is clear and unambiguous that is the end of the matter, for the court, as well as the agency, must give effect to the unambiguously expressed intent of Congress.

Congress created the belief that all children have the right to receive support from their fathers.

Evidence proves the above belief is in fact an existential claim, to claim belief in the existence of something in a general way with the implied need to justify its claim to existence. It is often used when something is not real, or its existence is in doubt.

Congress's belief that all children have the right to receive Child Support is now in doubt.

The presumption of the right to receive support is not an inherent inalienable, indefensible right grounded or protected from intrusion as mandated by the Constitution. Evidence proves beyond a shadow of a doubt that the right to receive support is a legal right that is bestowed onto children, by congress (ie rights that can be modified, repealed and restrained by human laws), and stems from a contract.

FACT 20.

Congresses existential claim created a nefarious IV- D collection scheme because 42 U.S.C S 601(d) No individual entitlement clause clearly states that this part shall not be interpreted to entitle any individual or family to assistance under any State program funded under this part.

FACT 21.

The legislative history indicates that in enacting Title IV-D Congress only concerned with collecting child support was to recover those funds and to restore the treasury.

The State contends that the Title IV-D was enacted to recoup welfare expenditures, to ease the burden on the state and federal fiscs, to check the rising tide of families forced to resort to public assistance, and to reward states which maintain cost effective and efficient child support recovery operations. “By achieving net savings for federal, state and local governments welfare appropriations Title IV-D will benefit the general public.”

FACT 22.

TITLE IV-D WILL BENEFIT THE GENERAL PUBLIC, ANOTHER WORD FOR PUBLIC IS GOVERNMENT. HOWEVER, CHILD SUPPORT PRESUMES IT WILL BENEFIT THE CHILD/REN. WHERE IS THE EVIDENCE THAT PROVES SUCH PRESUMPTIONS?

ACCORDING TO THE INFORMATION ABOVE, US CONGRESSIONAL INTENT IS A BELIEF, NOT A FACT.

BASIS FOR JURISDICTION 42 U.S.C. § 1983

Under 42 U.S.C. § 1983 YOU may sue the wrongdoers for the deprivation of [ANY] Rights, Privileges, and Immunities secured by the Constitution and [federal laws].

[Any] used. one or some of a thing or number of things, no matter how much or many.

- 1. Article1. Section 9 Paragraph 3 infliction of a Bill of Attainder**
- 2. First Amendment forced or compelled association**
- 3. Fourth Amendment, the Right to be secure and the Right to privacy.**
- 4. Fifth Amendment, double jeopardy, self-incrimination and due process**
- 5. Thirteenth Amendment, Involuntary Servitude**

§ 1.. Inherent Rights of Mankind.

AL MEN are born equal free and independent and have ["certain"] inherent and indefensible Rights, among which are those of enjoying and defending life and liberty, of acquiring, possessing and protecting property and reputation, and of pursuing their own happiness.

Inherent Rights are the fundamental Rights a man and/or woman has.

AFFIANT WILL NOT BE MAKING A GENERAL APPEARANCE.

AFFIANT DOES NOT WAIVE ANY OF HER INHERENT RIGHTS.

AFFIANT DOES NOT CONSENT TO THE JURISDICTION OF THE COURT.

AFFIANT DEMANDS ALL PROCEEDINGS ON THE RECORD.

AFFIANT DEMANDS PROOF OF EVIDENCE OF AN INJURY IN FACT.

AFFIANT DEMANDS TO HEAR FROM THE CLAIMANT/PETITIONER'S WITNESS.

AFFIANT DEMANDS PROOF OF EVIDENCE SHE SIGNED A CONTRACT PRESUMING SHE OWES ON THE LOAN.

AFFIANT DOES NOT CONSENT TO ANYONE MAKING ANY LEGAL DETERMINATIONS AGAINST HER.

AFFIANT DEMANDS THIS CASE TO BE DISMISSED WITH PREJUDICE FOR LACK OF JURISDICTION AND LACK OF EVIDENCE OF AN OBLIGATION AGREEMENT TO REPAY A DEBT.

FACT 23.

IT IS A FACT BEFORE THIS COURT THAT THIS COURT CANNOT PROSECUTE THE AFFIANT FOR NONPERFORMANCE OF AN OBLIGATION AGREEMENT WITHOUT ACTUAL PROOF OF AN AGREEMENT OR UNDERTAKING TO REPAY AN OBLIGATION.

CONCLUSION

IT IS A FACT, AND A CONCLUSION OF LAW UNDER USC SECTION 2072 THAT REQUIRES THIS COURT TO RESPOND TO BURDEN OF PROOF OF EVIDENCE OF AN INJURY IN FACT PRESCRIBED BY THE SUPREME COURT OF THE UNITED STATES IN MATTER V LUJAN, (1992) THAT THE PETITIONER'S FAILURE TO MEET THE BURDON OF PROOF TO STATE A CLAIM BY PROVIDING THE COURT ACTUAL EVIDENCE OF AN INJURY IN FACT, THAT IN THIS MATTER WOULD BE AN INJURY SUFFERED BY NONPERFORMANCE BY THE UNDERSIGNED RESPONDENT AND WITHOUT PRESCRIBED EVIDENCE OF AN INJURY IN FACT THIS COURT HAS NO DISCRETION BUT TO IMMEDIATELY DISMISS THIS MATTER WITH PREJUDICE OR IT IS ACTING IN VIOLATION OF THE COURTS OBLIGATION TO BE BOUND UNDER SUPREMACY CLAUSE ARTICLE 6 SECTION 2, THAT THE CONSTITUTION IS THE SUPREME LAW OF THE LAND THAT TAKES PRECEDENCE OVER ANY STATE LAW OR AGENCY THAT MAY COME INTO CONFLICT THEREOF, " Over the years our case Laws have established that the irreducible constitutional minimum of standing contains three elements. First, the plaintiff must have suffered an "injury in fact" Second, there must be a casual connection between the injury and the conduct complained of—the injury has to be "fairly... trace[able] to the challenged action of the defendant and not... th[e] result of the independent action [of] some third party not before the court." Simon v. Eastern Ky Welfare Rights Organization, 426 U.S. 26, 41-42 (1976). Third, it must be "likely," as opposed to merely "speculative," that the injury will be "redressed by a favorable decision." Id., at 38, 43". LUJAN, SECRETARY OF THE INTERIOR v. DEFENDERS OF WILDLIFE et al. 504 U.S. 555 (1992) Howlett v. Rose, 496 US 356 1990 "

Using a notary on this document does not constitute any adhesion, nor does it alter my standing in any manner. The Purpose for notary is verification and identification purposes only and not for entrance into any foreign jurisdiction as an advantage for: Corporations, Amorites, Canaanites, Hyksos, Computer Intelligence [MISNOMER: Artificial Intelligence, A.K.A.: A.I.] and Fictitious entities to incorporate laws, Fictitious codes and commercials contracts over my Natural Flesh and Blood Body.

JURAT

United Nations Declaration on the Rights of Indigenous Peoples
(<http://www.un.org/Docs/journal/asp/ws.asp?m=A/RES/66/142>). **American Declaration on the Rights of Indigenous Peoples**(http://cdn7.iitc.org/wp-content/uploads/AG07150E06_web.pdf), **UN Convention on Economic, Social & Cultural Rights, United Nations Charter: Article 55 & 56, Presidential Proclamation 7500, H.J.R. 194, S. Con. Res 26. S. 1200, HJR-3(HJ 3 IH).**

Affirmed to and subscribed before me this 20th day of November _____ 2020.

By: Ulysses Simpson Russell Now known as Adl Bey

Ulysses Simpson Russell
Affiant UCC 1-308 All Rights Reserved

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Neha Goyal
Notary Public

April 15, 2023
My Commission Expires



NEHA GOYAL
Notary Public, State of Ohio
My Commission Expires
April 15, 2023

[Signature]
11/20/20

United States of America
State of Ohio
Office of the Secretary of State

*I, **FRANK LAROSE**, Secretary of State, do hereby certify that I am the duly elected, qualified and acting Secretary of State of the State of Ohio, and I further certify that*

NEHA GOYAL

a Notary Public who signed the attached document was commissioned as a Notary Public commencing on April 16, 2018. The commission expires on April 15, 2023.

This certification certifies only the authenticity of the signature of the official who signed the document, the capacity in which that official acted, and where appropriate, the identity of the seal or stamp, which the document bears. This certification does not imply that the contents of the document(s) are correct, nor that they have the approval of this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the official Seal of the Secretary of State of Ohio, at Columbus, Ohio, this ^{24th} day of November, 2020.



A handwritten signature in black ink, appearing to read "Frank LaRose".

Frank LaRose
Secretary of State